

INDEX
TO
SUBCONTRACT SCHEDULE

<u>ARTICLE - TITLE</u>	<u>PAGE</u>
INTRODUCTION	1
AGREEMENT	1
ARTICLE 1 – THE WORK TO BE PERFORMED	1
ARTICLE 2 – THE PERIOD OF PERFORMANCE.....	1
ARTICLE 3 – PAYMENTS AND CEILING AMOUNT (SPECIAL-COMMUNICATION SUPPORT SERVICES) (DEC 2009).....	2
ARTICLE 4 – INVOICES.....	5
ARTICLE 5 – WORK ORDER PROCESS.....	6
ARTICLE 6 – OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS	7
ARTICLE 7 – LIMITATION OF FUNDS AND LIMITATION OF COST (SPECIAL) (JULY 1999)	7
ARTICLE 8 – APPLICABLE DOCUMENTATION.....	7
ARTICLE 9 – ORDER OF PRECEDENCE	8
ARTICLE 10 – CYBER SECURITY REQUIREMENTS	8
ARTICLE 11 – PERFORMANCE OF WORK BY THE SUBCONTRACTOR (SPECIAL-COMMUNICATIONS SUPPORT SERVICES) (DEC 2009).....	9
ARTICLE 12 – RIGHTS TO PROPOSAL DATA.....	9
ARTICLE 13 – SUBCONTRACT ADMINISTRATION RESPONSIBILITIES	10
ARTICLE 14 – KEY PERSONNEL.....	10
ARTICLE 15 – PUBLICITY RELEASE AND PUBLIC AFFAIRS	10
ARTICLE 16 – INTEGRATION	11

APPENDICES:

APPENDIX A	-	STATEMENT OF WORK
APPENDIX B-6	-	STANDARD TERMS AND CONDITIONS
APPENDIX C-3	-	INTELLECTUAL PROPERTY PROVISIONS
APPENDIX D-1	-	STANDARD TERMS AND CONDITIONS FOR SUBCONTRACTS IN EXCESS OF \$500,000
APPENDIX E	-	TRAVEL REQUIREMENTS [applicability to be determined prior to subcontract award]

SUBCONTRACT NO. *-SAMPLE-****

UNDER

PRIME CONTRACT NO. DE-AC36-08GO28308

CONTRACTING PARTY: ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY ("NREL")

SUBCONTRACTOR: *

ADDRESS: *

SUBCONTRACT TITLE: " " " "

TYPE OF SUBCONTRACT: LABOR HOUR AND EXPENSES WITH OPTIONS

PERIOD OF PERFORMANCE: BASIC: *** THROUGH ***
OPTION I: *** THROUGH ***
OPTION II: *** THROUGH ***
OPTION III: *** THROUGH ***
OPTION IV: *** THROUGH ***

SUBCONTRACT AMOUNT: BASIC: \$***.00
OPTION I: \$***.00
OPTION II: \$***.00
OPTION III: \$***.00
OPTION IV: \$***.00
\$***.00

PAYMENT TERMS: NET 30

**SUBCONTRACTOR'S
REMITTANCE NAME
AND ADDRESS:** *

**FUNDED AMOUNT AND
TASK CHARGE NUMBER:** \$*

SUBCONTRACT NO. *-*-SAMPLE-****

BETWEEN

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY**

AND

*

SCHEDULE

INTRODUCTION

THIS SUBCONTRACT is effective upon execution by the Alliance for Sustainable Energy, LLC, manager and operator of the National Renewable Energy Laboratory and is between the Alliance for Sustainable Energy, LLC, whose principal office is located in Golden, Colorado and * (hereinafter called "Subcontractor"), whose principal offices are located in *.

The Alliance for Sustainable Energy, LLC (hereinafter called "Alliance") has entered into Contract No. DE-AC36-08GO28308 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the management and operation of the National Renewable Energy Laboratory (hereinafter called "NREL"). All references to "NREL" in this subcontract shall mean the Alliance for Sustainable Energy, LLC.

This subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

ARTICLE 1 – THE WORK TO BE PERFORMED

- A. The Subcontractor shall perform the work generally described as "***", and specifically provided for in Appendix A, Statement of Work, attached hereto and made a part hereof, pursuant to the provisions of this subcontract.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.

ARTICLE 2 – THE PERIOD OF PERFORMANCE

The period of performance under this subcontract shall be as follows:

Basic Period: *** through ***
Option I: *** through ***
Option II: *** through ***
Option III: *** through ***
Option IV: *** through ***

Each of these periods may be extended by mutual written agreement of the parties. NREL will make a decision, based on its sole judgment, whether or not to continue and exercise each Option of this subcontract, prior to the completion date of each period. If all Options are exercised by NREL, the total period of performance for the Basic Period and all Options will be ** (**) months. If NREL should decide not to exercise an Option, the subcontract shall be considered complete upon submittal of the final deliverables for the preceding Basic Period or Option.

ARTICLE 3 – PAYMENTS AND CEILING AMOUNT (SPECIAL-COMMUNICATION SUPPORT SERVICES) (DEC 2009)

- A. The Subcontractor shall perform the work called for under this subcontract on a labor hour and expenses basis. The Subcontractor shall receive compensation as specified hereunder, for all services and work performed, up to a ceiling amount for the Basic Period, Option I, Option II, Option III, and Option IV, as follows:

Basic Period:	\$***.00
Option I:	\$***.00
Option II:	\$***.00
Option III:	\$***.00
Option IV:	\$***.00
Total	\$***.00

The Subcontractor is authorized by NREL's execution of this subcontract to perform the basic period of this subcontract.

B. Labor – Hour Rate

- The amounts shall be computed by multiplying the appropriate fixed hourly rates set forth below by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Invoices, in an original and one (1) copy, may be submitted once each month (or at more frequent intervals, if approved by the Subcontract Administrator), to the address in Article 4 – Invoices. The Subcontractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Subcontract Administrator. Promptly after receipt of each substantiated invoice, NREL shall, except as otherwise provided in this subcontract, and subject to the terms of Article 4 – Invoices, pay the invoice as approved by the Subcontract Administrator. Further, the Subcontractor shall not deviate from the estimated number of hours set forth below by specific labor category by ten (10) percent plus or minus without advance written approval of the Subcontract Administrator. The fixed hourly rates and estimated hours for this subcontract are as follows:

<u>Labor Category</u>	<u>Fixed Hourly</u>	<u>Rate Estimated Hours</u>
Basic Period		
**	\$***	***
Option I		
**	\$***	***

Option II

**

\$***

Option III

**

\$***

Option IV

**

\$***

2. After payment of 80 percent of the total ceiling amount, the Subcontract Administrator may withhold further payment of allowable time and expenses until a reserve is set aside in an amount that the Subcontract Administrator considers necessary to protect NREL's interest. This reserve shall not exceed one percent of the ceiling amount or \$10,000, whichever is less.
3. The fixed hourly rate set forth in this Article shall not be varied by virtue of the Subcontractor having performed work on an overtime basis, unless such overtime was specifically authorized in advance in writing by the Subcontract Administrator. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Subcontract Administrator, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this subcontract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Subcontract Administrator.

C. **Expenses (the allowability of travel and/or other expenses will be determined and negotiated prior to subcontract award)**

1. Travel and other expenses shall be reimbursed based upon substantiating documentation and a determination of allowability, allocability, and reasonableness. The Subcontractor shall obtain economical and reasonable travel expense. For example, coach airfare, meals/incidental expenses (M&IE) at applicable federal government rates, and when possible, lodging accommodations that are within applicable federal government rates. If meals are provided as part of a conference/meeting, the subcontractor shall deduct the cost of the meal from the M&IE claimed on the invoice.
2. The allowability of expenses shall be determined by the Subcontract Administrator in accordance with Part 31 of the Federal Acquisition Regulation as supplemented by Part 931 of the Department of Energy Acquisition Regulation in effect on the execution date of this subcontract.
3. To the extent able, the Subcontractor shall –
 - a. Obtain required items at the most advantageous prices available with due regard to securing prompt delivery of satisfactory required items; and
 - b. Take all cash and trade discounts, rebates, allowances, credits, commissions, and other benefits. When unable to take advantage of the benefits, the Subcontractor shall promptly notify the Subcontract Administrator and give the reasons. Credit shall be given to NREL for cash and trade discounts, rebates, allowances, credits, commissions, and other amounts that have accrued to the benefit of the Subcontractor, or would have accrued except for the fault or

neglect of the Subcontractor. The benefits lost without fault or neglect on the part of the Subcontractor, or lost through fault of NREL, shall not be deducted from gross costs.

D. Cost

1. It is estimated that the total cost to NREL for the performance of this subcontract shall not exceed the ceiling amount set forth in this article and the Subcontractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this subcontract within such ceiling amount. If at any time the Subcontractor has reason to believe that the hourly rate payments and expenses that will accrue in performing this subcontract in the succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling amount in the schedule, the Subcontractor shall notify the Subcontract Administrator giving a revised estimate of the total ceiling amount to NREL for performing this subcontract with supporting reasons and documentation. If at any time during this subcontract, the Subcontractor has reason to believe that the total ceiling amount to NREL for performing this subcontract will be substantially greater or less than the stated ceiling amount, the Subcontractor shall so notify the Subcontract Administrator, giving a revised estimate of the total ceiling amount for performing this subcontract, with supporting reasons and documentation. If at any time during performing this subcontract, NREL has reason to believe that the work to be required in performing this subcontract will be substantially greater or less than the stated ceiling amount, the Subcontract Administrator will so advise the Subcontractor, giving a revised estimate of the total amount of effort to be required under the subcontract.

E. Ceiling Amount

1. NREL shall not be obligated to pay the Subcontractor any amount in excess of the ceiling amount set forth in this article, and the Subcontractor shall not be obligated to continue performance if to do so would exceed the ceiling amount set forth in this article, unless and until the Subcontract Administrator shall have notified the Subcontractor in writing that the ceiling amount has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling amount for performance under this subcontract.

F. Audit

1. At any time before final payment under this subcontract the Subcontract Administrator may request audit of the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Subcontract Administrator not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Subcontractor as the "completion invoice" and substantiating documentation, and upon compliance by the Subcontractor with all terms of this subcontract (including, without limitation, terms relating to release of claims, terms relating to patent clearance, and the terms of Article 4 - Invoices), NREL shall promptly pay any balance due the Subcontractor. The completion invoice and substantiating documentation, shall be submitted by the Subcontractor as promptly as practicable following completion of the work under this subcontract, but in no event later than one (1) year (or such longer period as the Subcontract Administrator may approve in writing) from the date of completion.

ARTICLE 4 – INVOICES**A. Invoices**

1. Invoices for work accomplished under this subcontract shall be submitted in an original and one copy to:

National Renewable Energy Laboratory
Attn: *, MS *
1617 Cole Boulevard
Golden, CO 80401-3305
2. To facilitate processing and payment each invoice must contain the following information 1) date of invoice; 2) NREL assigned work order numbers and task numbers, 3) subcontract number that appears on the cover sheet of this subcontract; 4) level of effort (number of hours) expended and expenses as separate line items; 5) total amount of invoice; and 6) any other information or documentation required by other provisions of this subcontract. When on authorized travel, a per diem amount for meals and incidental expenses (M&IE) will be made to the Subcontractor in lieu of reimbursement for actual expenses for M&IE. Expense receipts for M&IE will not be accepted by NREL. The per diem rates by location can be found at www.gsa.gov. Payments under this subcontract shall be made in accordance with this article and the payment terms. Payments will be made to the Subcontractor's remittance name and address shown on the cover sheet of this subcontract. The NREL Subcontract Administrator may determine that a condition precedent to final payment under this subcontract requires the receipt of a final executed Release of Claims from the subcontractor and the receipt of any required patent clearance from DOE.
3. The payment terms of this subcontract shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of all deliverables, reporting requirements or closeout documentation for the period covered by the invoice, whichever is later.
4. An authorized representative of the Subcontractor shall sign the following certification on each invoice submitted for payment:

"I certify that this invoice is correct and proper for payment, and reimbursement for this time and the expenses has not and will not be received under any other Government contract or subcontract or other source of Government funds.

Authorized Official

Date"
5. The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under this subcontract, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirements.

B. Release of Claims

The Subcontractor shall execute and deliver at the completion of this subcontract, a release of claims discharging the Government and NREL, their officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this subcontract, subject only to the following exceptions:

1. Specified claims, in stated amounts or in estimated amounts, where the amounts are not susceptible to exact statement by the Subcontractor.
2. Claims, together with reasonable incidental expenses, based upon the liabilities of the Subcontractor to third parties arising out of performing this subcontract, that are not known to the Subcontractor on the date of the execution of the release, and of which the Subcontractor gives notice in writing to the Subcontract Administrator not more than 6 years after the date of the release or the date of any notice to the Subcontractor that NREL is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of NREL against patent liability), including reasonable incidental expenses, incurred by the Subcontractor under the terms of this subcontract relating to patents.

C. Refunds

1. The Subcontractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Subcontractor (or any successor in interest to this Subcontract), that arise under the expenses portion of this subcontract and for which the Subcontractor has received reimbursement, shall be paid by the Subcontractor to NREL. The Subcontractor (or any successor in interest to this Subcontract), shall execute and deliver, at the time of and as a condition precedent to final payment under this subcontract, an assignment to NREL of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Subcontract Administrator.

ARTICLE 5 – WORK ORDER PROCESS

The process for issuing Work Orders under this subcontract shall be as follows:

- A. The Technical Monitor will issue a work order, in the format specified in Appendix A - Statement of Work, via email or facsimile, to the Subcontractor for each deliverable (or deliverables) required under this subcontract. As a minimum each work order will contain:
 1. Description of work;
 2. Mutually agreeable deliverable(s) and due date(s); and
 3. Mutually agreeable ceiling amount, based on estimated hours and hourly rates specified in Article 3 of this subcontract, materials, and travel, as applicable.
 4. Authorized signatures, as applicable.

- B. If necessary, the Technical Monitor will issue a revised work order to reflect changes to the description of work, deliverables and due dates, or the ceiling amount. Revised work orders will be submitted to the Subcontractor by email or facsimile.
- C. The Technical Monitor has authorization to place work orders (and revisions) up to a total of \$10,000.00 per work order. Any work order which exceeds the \$10,000.00 total (including revisions) shall require preapproval by the Subcontract Administrator before it can be issued to the Subcontractor by the Technical Monitor.
- D. The Technical Monitor will submit one copy of each approved work order or revised work order to:

National Renewable Energy Laboratory
Attn: **, Subcontract Associate
1617 Cole Boulevard, MS *
Golden, CO 80401-3393

ARTICLE 6 – OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS

- A. Pursuant to the clause entitled “Limitation of Funds” in Appendix B, the amount of \$*****.00 has been allotted and is available for payment of allocable and allowable costs under this subcontract.
- B. The amount of \$*****.00, presently obligated by NREL with respect to this subcontract, may be unilaterally increased by NREL by written notice to the Subcontractor, and may be decreased by written agreement of the parties by formal modification of this subcontract.
- C. The giving of any notice by either party under this article, the article entitled “The Period of Performance” in this Schedule, or the clauses entitled “Limitation of Funds” and “Limitation of Cost” in Appendix B, as applicable, shall not be construed to waive or impair any rights of NREL to terminate this subcontract under the provisions of the termination clause(s) contained in Appendix B.

ARTICLE 7 – LIMITATION OF FUNDS AND LIMITATION OF COST (SPECIAL) (JULY 1999)

The Limitations of Funds clause contained in Appendix B shall be operable during such time that NREL incrementally allots additional funds to this subcontract as set forth in Article 3 - Payments and Ceiling Amount. (The Limitations of Cost clause shall be inoperable during such time.)

The Limitations of Cost clause contained in Appendix B shall become operable at such time that NREL allots to this subcontract an amount equal to the total estimated NREL cost set forth in Article 3 - Payments and Ceiling Amount. (The Limitations of Funds clause shall be inoperable at such time.)

ARTICLE 8 – APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this subcontract:

- A. Appendix A, entitled “Statement of Work”, dated **.
- B. Appendix B-6, entitled “Standard Terms and Conditions”, dated 01/18/10.

- C. Appendix C-3, entitled "Intellectual Property Provisions", dated 10/22/98.
- D. Appendix D-1, entitled "Standard Terms and Conditions for Subcontracts in Excess of \$500,000", dated 10/01/08.
- E. Appendix E, entitled "Travel Requirements", dated 07/08/05 [applicability to be determined prior to subcontract award].
- F. Subcontractor's technical proposal number (*) dated * together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this subcontract, the latter shall prevail.

ARTICLE 9 – ORDER OF PRECEDENCE

Any inconsistency in this subcontract shall be resolved by giving precedence in the following order:

- A. This Schedule;
- B. Statement of Work (Appendix A);
- C. Standard Terms and Conditions (Appendix B-6);
- D. Intellectual Property Provisions (Appendix C-3);
- E. Standard Terms and Conditions for Subcontracts in Excess of \$500,000 (Appendix D-1);
- F. Travel Requirements (Appendix E) [applicability to be determined prior to subcontract award];
- G. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- H. The subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

ARTICLE 10 – CYBER SECURITY REQUIREMENTS

- A. The Subcontractor shall comply with the following requirements in performing work that requires systems access to NREL's electronic information.
 - 1. The Subcontractor shall ensure that installation of any software on NREL's infrastructure will not adversely change or impact the security stance at NREL.
 - 2. The Subcontractor shall notify the NREL Subcontract Administrator and Technical Monitor within ten days of identification of known problems with the software and patches or workarounds being made available under the work effort.
 - 3. The Subcontractor shall, at no additional cost to NREL, work with the NREL Technical Monitor to correct any and all security related problems resulting from the installation of any software.
 - 4. The Subcontractor shall ensure that all applications used to access sensitive data shall support some form of 2 factor authentication.

- B. In coordination with the NREL Technical Monitor, the Subcontractor shall ensure compliance with each of the following requirements when storing or transmitting official NREL records.
1. Upon completion of the work effort, sanitize NREL data using current NREL/DOE approved methods for the systems and any backups of the systems that contained such data. (Contact the NREL Technical Monitor to obtain the current, approved methods.)
 2. Using least user procedures, provide appropriate level of protection for NREL data, including a regular schedule for backup.
 3. Notify the NREL Subcontract Administrator and Technical Monitor within one hour of identification of any known or possible compromise of NREL's data.
 4. Limit use of least user procedures and ensure appropriate levels of system access to Subcontractor/Vendor employees that require access for the specific work effort.
 5. Transmit any NREL data in and out of NREL using an NREL/DOE approved level of encryption at the time of the transmission. (Currently FIPS 140-2 Level 1).
 6. Ensure that FIPS 140-2 Level 1 or higher encryption is implemented on all portable devices (e.g., laptops) or removable media.
 7. Ensure that decryption capabilities or recovery of encryption keys are available on request to law enforcement officials, NREL cyber incident management personnel, and NREL cyber forensics personnel.
 8. Use removable media only to transport data, do not use for data storage. Immediately after transport, permanently delete such data from the removable media.
- C. The Subcontractor shall not use, reproduce, disclose, sell, or transfer all or any portion of NREL data.

ARTICLE 11 – PERFORMANCE OF WORK BY THE SUBCONTRACTOR (SPECIAL-COMMUNICATIONS SUPPORT SERVICES) (DEC 2009)

The Subcontractor shall perform within its own organization, work equivalent to at least seventy-five (75) percent of the total amount of work to be performed under individual Work Orders issued under this subcontract.

ARTICLE 12 – RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages (*) of the subcontractor's proposal dated ** which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

ARTICLE 13 – SUBCONTRACT ADMINISTRATION RESPONSIBILITIES

- A. Signature Authority: This subcontract may only be modified by a formal modification signed by an authorized official of NREL.
- B. Subcontract Administration Responsibilities: The authorized official of NREL has designated ** as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is 303-**.
- C. Technical Monitoring Responsibilities: The authorized official of NREL has designated ** as the Technical Monitor for this subcontract with the responsibilities of monitoring the technical work or services to be performed under this subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes which may affect the subcontract's price, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is 303-**.

ARTICLE 14 – KEY PERSONNEL

- A. It having been determined that the individuals, whose names appear below, are necessary for the successful performance of this subcontract, the Subcontractor agrees to assign or have assigned such individuals to the performance of the work under this subcontract and shall not reassign or remove any of them without the consent of the Subcontract Administrator by modification to this subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Telephone No.</u>
*	*	*

- B. Whenever, for any reason, one or more of the key personnel designated above, is unavailable for assignment for work under this subcontract, the Subcontractor shall, with the approval of the Subcontract Administrator, replace such individual with an individual of substantially equal abilities and qualifications.

ARTICLE 15 – PUBLICITY RELEASE AND PUBLIC AFFAIRS

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.
- B. Data rights are set forth in Appendix C hereof.

ARTICLE 16 – INTEGRATION

This subcontract contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED: *

AUTHORIZED: ALLIANCE FOR SUSTAINABLE
ENERGY, LLCBY: Sample – Do not sign

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____